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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MELINDA RUDIO,

Plaintiff,

v.

CREDIT CONTROL, LLC,

Defendant.

Case No.: 3:16-cv-03003-JD

**CREDIT CONTROL, LLC'S ANSWER
AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S SECOND AMENDED
COMPLAINT**

SAC Filed: October 23, 2018

Trial Date: TBD

Defendant, Credit Control, LLC ("Credit Control" or "Defendant"), by and through undersigned counsel, submits the following Answer and Affirmative Defenses to Plaintiff Melinda Rudio's ("Rudio" or "Plaintiff") Second Amended Complaint ("SAC") (D.E. 56). In support thereof, Credit Control avers as follows:

INTRODUCTION

1. This is an action for actual damages, statutory damages, attorney fees and costs brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter "FDCPA"), and the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788 *et seq.* (hereinafter "RFDCPA"), which prohibit debt collectors from engaging in abusive, deceptive and unfair practices.

ANSWER: Credit Control admits Plaintiff filed the SAC seeking redress for alleged violation

1 of the Fair Debt Collection Practices Act and the Rosenthal Fair Debt Collection Practices Act,
 2 but denies any wrongdoing or violations of any law. Credit Control denies each and every
 3 allegation in this Paragraph not specifically admitted herein.

4 **JURISDICTION AND VENUE**

5 2. The Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331
 6 and 15 U.S.C. § 1692k(d), and her state law claims under 28 U.S.C. § 1367.

7 **ANSWER:** The allegations in Paragraph 2 constitute a conclusion of law to which no
 8 response is required.

9 3. Venue is proper in the Northern District of California because a substantial part
 10 of the events giving rise to the claims occurred within the district. *See* 28 U.S.C. § 1391(b)(1).

11 **ANSWER:** The allegations in Paragraph 3 constitute a conclusion of law to which no
 12 response is required.

13 4. Pursuant to Local Rule 3-2(c) and (d), this action is properly assigned to the San
 14 Francisco Division of this Court because a substantial part of the events or omissions which gave
 15 rise to this lawsuit occurred in San Mateo County.

16 **ANSWER:** The allegations in Paragraph 4 constitute a conclusion of law to which no
 17 response is required.

18 **PARTIES**

19 5. Plaintiff, MELINDA RUDIO (hereinafter "Rudio"), is a natural person residing
 20 in San Mateo County, California. Plaintiff is a "consumer" within the meaning of 15 U.S.C. §
 21 1692a(3) and a "debtor" within the meaning of Cal. Civil Code § 1788.2(h).

22 **ANSWER:** Credit Control only admits upon information and belief Plaintiff Melinda Rudio
 23 is a natural person residing in San Mateo County, California. The remainder of Paragraph 5
 24 contains conclusions of law to which no response is required. Credit Control refers all questions
 25 of law to the Court. Credit Control denies each and every allegation not specifically admitted
 26 herein.

27 6. Defendant CREDIT CONTROL, LLC ("CREDIT"), is a Missouri corporation
 28 engaged in the business of collecting debts in this state with its principal place of business located

1 at: 5757 Phantom Drive Suite 330, Hazelwood, MO 63042. The principal business of CREDIT
2 is the collection of debts using the mails and telephone, and CREDIT regularly attempts to collect
3 debts alleged to be originally due another. CREDIT is a “debt collector” within the meaning of
4 15 U.S.C. § 1692a(6) and Cal. Civil Code § 1788.2(c).

5 **ANSWER:** Credit Control only admits it is a Missouri limited liability company with
6 headquarters located at 5757 Phantom Drive, Suite 330, Hazelwood, MO 63042 and is engaged
7 in the business of attempting to collect valid and owing debts owed to another in the State of
8 California using the mails and telephone. The remainder of Paragraph 6 contains conclusions of
9 law to which no response is required. Credit Control refers all questions of law to the Court.
10 Credit Control denies each and every allegation not specifically admitted herein.

11 **FACTUAL ALLEGATIONS**

12 7. On or around December 19, 2006, Plaintiff took out a loan from RMR Financial,
13 LLC d/b/a Princeton Capital (the “Princeton Loan”), in the principal amount of \$76,200.00,
14 which secured a lien on her residence.

15 **ANSWER:** Admitted.

16 8. The Princeton Loan was initiated primarily for personal, family, or household
17 purposes.

18 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
19 the truth of the allegations contained in Paragraph 8.

20 9. By early 2015, Plaintiff had fallen behind on her payments for the Princeton Loan,
21 and had long been in default.

22 **ANSWER:** Credit Control is unable to discern what is meant by “default,” but attempting to
23 respond, Credit Control admits only that Plaintiff had fallen behind on her obligations under the
24 loan, but otherwise lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations contained in Paragraph 9.

26 10. On February 20, 2015, a notice was mailed to Plaintiff that the previous servicer
27 for the Princeton Loan, DTA Solutions, LLC, had assigned the defaulted account to Defendant
28 CREDIT, effective March 7, 2015.

1 **ANSWER:** The letter speaks for itself, thus no response is required.

2 11. On or around April, 2015, Plaintiff hired an attorney with Comfort Law Office to
3 negotiate a settlement with Defendant CREDIT for the outstanding balance of the Princeton
4 Loan.

5 **ANSWER:** Credit Control only admits, upon information and belief, Plaintiff retained an
6 attorney with Comfort Law Office. Credit Control lacks knowledge or information sufficient to
7 form a belief as to the truth of the remaining allegations contained in Paragraph 11. Credit
8 Control demands strict proof thereof from Plaintiff.

9 12. On April 28, 2015, Defendant CREDIT sent Plaintiff a proposed settlement
10 agreement, outlining the terms of the negotiated settlement, and confirming that if Plaintiff paid
11 the lump-sum amount of \$3,781.20 by April 30, 2015, the debt would be settled in full.

12 **ANSWER:** The letter speaks for itself, thus no response is required.

13 13. Plaintiff promptly and timely paid the lump-sum settlement amount.

14 **ANSWER:** Credit Control is unable to discern what is meant by “promptly and timely,” but
15 attempting to respond, Credit Control admits only that Plaintiff paid the lump-sum settlement
16 amount, but otherwise lacks knowledge or information sufficient to form a belief as to the truth
17 of the allegations contained in Paragraph 13.

18 14. On April 29, 2015, Defendant CREDIT sent Plaintiff a letter confirming its
19 receipt of Plaintiff’s payment. The letter further confirmed that the account was satisfied, that
20 the lien on Plaintiff’s property would be released, and that legal activity will cease.

21 **ANSWER:** The letter speaks for itself, thus no response is required.

22 15. Despite Plaintiff’s fulfillment of the terms of the settlement offer, the mortgage
23 lien on her home was not immediately released.

24 **ANSWER:** Credit Control is unable to discern what is meant by “the terms of the settlement
25 offer” and “immediately released,” but attempting to respond, Credit Control denies the
26 conclusory nature of the allegations in Paragraph 15.

27 16. Plaintiff, through her representatives at Comfort Law Office made a number of
28 attempts to follow up on the status of the mortgage lien removal with Defendant CREDIT in the

1 following months, including the following contacts:

- 2 a. April 30, 2015 – A phone call with an employee of Defendant CREDIT named
- 3 Shawn Matthews (888-365-7144, ext. 138), who promised to mail copies of the
- 4 lien release once it had been filed with San Mateo County.
- 5 b. June 23, 2015 – Another phone call with Ms. Matthews, who promised to contact
- 6 the county the following day to check the status of the lien removal, and also to
- 7 fax a copy of a satisfaction letter to Plaintiff's representative.
- 8 c. June 24, 2015 – A satisfaction letter was faxed to Plaintiff's representative.
- 9 d. June 25, 2015 – A phone call with Ms. Matthews, who indicated that it generally
- 10 takes 60-90 days for the lien to be removed, and that she would monitor the status
- 11 of it.
- 12 e. July 14, 2015 – A phone call to Ms. Matthews, who was not in the office
- 13 f. July 16, 2015 – A phone call with Ms. Matthews, who indicated that the lien
- 14 should be released that week, and that Ms. Matthews would contact Plaintiff's
- 15 representative when the transaction was completed.
- 16 g. July 29, 2015 at 11:00 A.M. – A voicemail left with Ms. Matthews to follow up
- 17 on the status of the lien
- 18 h. August 5, 2015 at 3:30 P.M. – An unanswered telephone call to Ms. Matthews
- 19 i. August 10, 2015 at 3:45 P.M. – A voicemail left with Ms. Matthews to follow up
- 20 on the status of the lien
- 21 j. August 11, 2015 at 10:45 A.M. – A voicemail left with Ms. Matthews to follow
- 22 up on the status of the lien
- 23 k. August 12, 2015 at 1:45 P.M. – A voicemail left with Ms. Matthews to follow up
- 24 on the status of the lien

25 **ANSWER:** The recordings of the phone calls or voicemails, as well as any letters, speak for
 26 themselves, thus no response is required.

27 17. On September 25, 2015, Plaintiff retained the undersigned counsel, who sent a
 28 letter to Defendant CREDIT, demanding that the lien be released in accordance with the parties'

1 settlement agreement.

2 **ANSWER:** The letter speaks for itself, thus no response is required. To the extent that a
3 response is deemed necessary, Credit Control lacks knowledge or information sufficient to form
4 a belief as to the truth of the remaining allegations contained in Paragraph 17. Credit Control
5 demands strict proof thereof from Plaintiff.

6 18. On November 13, 2015, Defendant CREDIT responded to Plaintiff's demand
7 letter, stating, "[w]e appreciate you bringing this to our attention and we are currently working
8 with our vendor that handles lien releases to get this expedited as quickly as possible."

9 **ANSWER:** Credit Control's response letter speaks for itself, thus no response is required.

10 19. On December 15, 2015, the lien securing Plaintiff's property for the Princeton
11 Loan was released, and a full reconveyance was filed by RMR Financial, LLC.

12 **ANSWER:** Credit Control admits the allegations contained in Paragraph 19 only to the extent
13 that they are consistent with the Official Records of San Mateo County, but otherwise lacks
14 knowledge or information sufficient to form a belief as to the truth of the allegations contained
15 in Paragraph 19.

16 20. After it appeared that the matter had finally been resolved entirely, on January
17 29, 2016, Defendant CREDIT sent Plaintiff a letter, indicating that it had assigned Plaintiff's
18 mortgage loan to Real Time Resolutions, Inc. ("RTR") for further collection, effective February
19 15, 2016.

20 **ANSWER:** The letter speaks for itself, thus no response if required.

21 21. On March 16, 2016, despite the full satisfaction of the Princeton Loan, RTR sent
22 Plaintiff a letter.

23 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
24 the truth of the allegations contained in Paragraph 21. Credit Control demands strict proof
25 thereof from Plaintiff.

26 22. The RTR letter stated that Defendant CREDIT had transferred the right to collect
27 payments on the fully satisfied loan to RTR, asserted that RTR now had the right to collect on
28 the Princeton Loan, and sought to collect a balance of \$71,842.88 on the loan.

1 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
2 the truth of the allegations contained in Paragraph 22. Credit Control demands strict proof
3 thereof from Plaintiff.

4 23. The March 16, 2016 letter from RTR indicated the original creditor as Aurora
5 Commercial Corp.

6 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
7 the truth of the allegations contained in Paragraph 23. Credit Control demands strict proof
8 thereof from Plaintiff.

9 24. Plaintiff has no knowledge of the original creditor Aurora Commercial Corp.
10 asserted by RTR.

11 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
12 the truth of the allegations contained in Paragraph 24. Credit Control demands strict proof
13 thereof from Plaintiff.

14 25. The following month, RTR began sending monthly mortgage account statements
15 to Plaintiff, continuing to try to collect the settled debt, even though it has never had an
16 enforceable mortgage interest.

17 **ANSWER:** Credit Control lacks knowledge or information sufficient to form a belief as to
18 the truth of the allegations contained in Paragraph 25. Credit Control demands strict proof
19 thereof from Plaintiff.

20 26. Upon information and belief, Defendant CREDIT communicated Plaintiff's
21 account and credit information to RTR, or to another entity who then communicated the
22 information to RTR.

23 **ANSWER:** Credit Control admits only that it unintentionally service transferred Plaintiff's
24 account to RTR, but otherwise denies each and every allegation in Paragraph 26 not specifically
25 admitted herein.

26 27. As a result of Defendant CREDIT selling, transferring, or assigning the account
27 to a subsequent collection agency, and RTR's attempts to collect this debt that Plaintiff worked
28 hard to settle, Plaintiff has suffered anxiety, embarrassment, and frustration.

1 **ANSWER:** Credit Control admits only that it unintentionally service transferred Plaintiff's
 2 account to RTR, but otherwise denies the allegations contained in Paragraph 27. Credit Control
 3 demands strict proof thereof from Plaintiff.

4 28. These damages continue to this day, as Plaintiff continues to be the target of
 5 collection attempts on this settled debt.

6 **ANSWER:** Denied.

7 **FIRST CAUSE OF ACTION**

8 **Fair Debt Collection Practices Act**

9 29. Plaintiff brings the first cause of action against Defendant under the federal Fair
 10 Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*

11 **ANSWER:** Credit Control admits Plaintiff filed the SAC seeking redress for alleged violation
 12 of the Fair Debt Collection Practices Act, but denies any wrongdoing or violations of any law.
 13 Credit Control denies each and every allegation in this Paragraph not specifically admitted
 14 herein.

15 30. Plaintiff repeats, realleges, and incorporates by reference all preceding
 16 paragraphs as though fully set forth herein.

17 **ANSWER:** No response is required to this Paragraph, as Plaintiff is merely incorporating the
 18 allegations in prior paragraphs by reference. To the extent that a response is deemed necessary,
 19 Credit Control incorporates its responses to the foregoing paragraphs as though fully set forth
 20 herein at length.

21 31. Plaintiff is a "consumer" as that term is defined by the FDCPA, 15 U.S.C. §
 22 1692a(3).

23 **ANSWER:** The allegations in Paragraph 31 constitute a conclusion of law to which no
 24 response is required.

25 32. Defendant CREDIT is a "debt collector" as that term is defined by the FDCPA,
 26 15 U.S.C. § 1692a(6).

27 **ANSWER:** The allegations in Paragraph 32 constitute a conclusion of law to which no
 28 response is required.

1 33. The financial obligation alleged to be owed to Defendant CREDIT, and later
2 alleged to be owed to RTR, is a “debt” as that term is defined by the FDCPA, 15 U.S.C. §
3 1692a(5).

4 **ANSWER:** The allegations in Paragraph 33 constitute a conclusion of law to which no
5 response is required.

6 34. Defendant has violated the FDCPA. The violations include, but are not limited
7 to, the following:

- 8 a. Defendant has used false, deceptive, or misleading representations in connection
9 with the collection of a debt, in violation of 15 U.S.C. § 1692e;
- 10 b. Defendant has falsely represented the character, amount, or legal status of a debt,
11 in violation of 15 U.S.C. § 1692e(2);
- 12 c. Defendant has falsely represented or implied that the transfer of the account from
13 Defendant CREDIT to RTR has left Plaintiff liable on the debt, in violation of 15
14 U.S.C. § 1692e(6);
- 15 d. Defendant CREDIT has communicated to RTR or another third-party credit
16 information which is known or which should be known to be false, in violation
17 of 15 U.S.C. § 1692e(8);
- 18 e. Defendant has used false representations or deceptive means to collect or attempt
19 to collect any debt, in violation of 15 U.S.C. § 1692e(10);
- 20 f. Defendant has used unfair or unconscionable means to collect or attempt to
21 collect a debt, in violation of in violation of 15 U.S.C. § 1692f; and
- 22 g. Defendant has attempted to collect an amount that is not expressly authorized by
23 the agreement creating the debt or permitted by law, in violation of 15 U.S.C. §
24 1692f(1).

25 **ANSWER:** Credit Control denies the allegations in Paragraph 34, including subparts a-g.
26 Furthermore, the allegations in Paragraph 42.a-g. constitute conclusions of law to which no
27 response is required.

28 35. Defendant’s acts as described above were done intentionally with the purpose of

1 coercing Plaintiff to pay the alleged debt.

2 **ANSWER:** Denied.

3 36. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to award
4 of actual damages, statutory damages, costs and reasonable attorney fees, pursuant to 15 U.S.C.
5 § 1692k.

6 **ANSWER:** Denied.

7 WHEREFORE, Credit Control denies any and all liability in this matter, requests that
8 judgment be entered in its favor and against Plaintiff, with attorneys' fees and costs assessed,
9 and requests that this Court grant such further relief as it deems just and appropriate.

10 **SECOND CAUSE OF ACTION**

11 **Rosenthal Fair Debt Collections Practice Act**

12 37. Plaintiff brings the second cause of action against Defendant under the Rosenthal
13 Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civil Code §§ 1788-1788.33.

14 **ANSWER:** Credit Control admits Plaintiff filed the SAC seeking redress for alleged violation
15 of the Rosenthal Fair Debt Collection Practices Act, but denies any wrongdoing or violations of
16 any law. Credit Control denies each and every allegation in this Paragraph not specifically
17 admitted herein.

18 38. Plaintiff repeats, realleges, and incorporates by reference all preceding
19 paragraphs as though fully set forth herein.

20 **ANSWER:** No response is required to this Paragraph, as Plaintiff is merely incorporating the
21 allegations in prior paragraphs by reference. To the extent that a response is deemed necessary,
22 Credit Control incorporates its responses to the foregoing paragraphs as though fully set forth
23 herein at length.

24 39. Plaintiff is a "debtor" as that term is defined by the RFDCPA, Cal. Civil Code §
25 1788.2(h).

26 **ANSWER:** The allegations in Paragraph 39 constitute a conclusion of law to which no
27 response is required.

28 40. Defendant CREDIT is a "debt collector" as that term is defined by the RFDCPA,

1 Cal. Civil Code § 1788.2(c).

2 **ANSWER:** The allegations in Paragraph 40 constitute a conclusion of law to which no
3 response is required.

4 41. The financial obligation alleged to be owed Defendant is a “consumer debt” as
5 that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(f).

6 **ANSWER:** The allegations in Paragraph 41 constitute a conclusion of law to which no
7 response is required.

8 42. Defendant has violated the RFDCPA. The violations include, but are not limited
9 to, the following:

- 10 a. Defendant has used false, deceptive, or misleading representations in connection
11 with the collection of a debt, in violation of Cal. Civil Code § 1788.17
12 (referencing 15 U.S.C. § 1692e);
- 13 b. Defendant has falsely represented the character, amount, or legal status of a debt,
14 in violation of Cal. Civil Code § 1788.17 (referencing 15 U.S.C. § 1692e(2));
- 15 c. Defendant has falsely represented or implied that the transfer of the account from
16 Defendant CREDIT to RTR has left Plaintiff liable on the debt, in violation of
17 Cal. Civil Code § 1788.17 (referencing 15 U.S.C. § 1692e(6));
- 18 d. Defendant CREDIT has communicated to RTR credit information which is
19 known or which should be known to be false, in violation of Cal. Civil Code §
20 1788.17 (referencing 15 U.S.C. § 1692e(8));
- 21 e. Defendant has used false representations or deceptive means to collect or attempt
22 to collect any debt, in violation of Cal. Civil Code § 1788.17 (referencing 15
23 U.S.C. § 1692e(10));
- 24 f. Defendant has used unfair or unconscionable means to collect or attempt to
25 collect a debt, in violation of in violation of Cal. Civil Code § 1788.17
26 (referencing 15 U.S.C. § 1692f); and
- 27 g. Defendant has attempted to collect an amount that is not expressly authorized by
28 the agreement creating the debt or permitted by law, in violation of Cal. Civil

1 Code § 1788.17 (referencing 15 U.S.C. § 1692f(1)).

2 **ANSWER:** Credit Control denies the allegations in Paragraph 42, including subparts a-g.
3 Furthermore, the allegations in Paragraph 42.a-g. constitute conclusions of law to which no
4 response is required.

5 43. Defendant's acts as described above were done willfully and knowingly with the
6 purpose of coercing Plaintiff to pay the alleged debt, within the meaning of Cal. Civil Code §
7 1788.30(b).

8 **ANSWER:** Denied.

9 44. As a result of Defendant's violations of the RFDCPA, Plaintiff is entitled to an
10 award of actual damages in an amount to be determined at trial, pursuant to Cal. Civil Code §
11 1788.30(a).

12 **ANSWER:** Denied.

13 45. As a result of Defendant's willful and knowing violations of the RFDCPA,
14 Plaintiff is entitled to an award of a statutory penalty in an amount not less than one hundred
15 dollars (\$100) nor greater than one thousand dollars (\$1,000), pursuant to Cal. Civil Code §
16 1788.30(b).

17 **ANSWER:** Denied.

18 46. As a result of Defendant's violations of the RFDCPA, Plaintiff is entitled to an
19 award of statutory damages in an amount not exceeding \$1,000, pursuant to Cal. Civil Code §
20 1788.17 (referencing 15 U.S.C. § 1692k(a)(2)(A)).

21 **ANSWER:** Denied.

22 47. As a result of Defendant's violations of the RFDCPA, Plaintiff is entitled to an
23 award of reasonable attorney's fees and costs, pursuant to Cal. Civil Code §§ 1788.30(c) and
24 1788.17.

25 **ANSWER:** Denied.

26 WHEREFORE, Credit Control denies any and all liability in this matter, requests that
27 judgment be entered in its favor and against Plaintiff, with attorneys' fees and costs assessed,
28 and requests that this Court grant such further relief as it deems just and appropriate.

AFFIRMATIVE DEFENSES

For its Affirmative Defenses, Credit Control states as follows:

First Affirmative Defense

Plaintiff fails to state a claim for which the relief requested can be granted, and Credit Control reserves and does not waive their arguments relating to the legal sufficiency of Plaintiff's allegations.

Second Affirmative Defense

To the extent that Plaintiff suffered any alleged damages, the existence of which are expressly denied, the alleged damages are barred and/or limited in whole or in part by the Plaintiff's own failure to mitigate the alleged damages, and/or the alleged damages were caused in whole or in part by her own acts or omissions.

Third Affirmative Defense

To the extent that Plaintiff suffered any alleged damages, the existence of which are expressly denied, the alleged damages were caused in whole or in part by individuals and/or entities over whom Credit Control had no control, right of control, or responsibility.

Fourth Affirmative Defense

This action is barred, in whole or in part, by the doctrine of unclean hands.

Fifth Affirmative Defense

This action is barred, in whole or in part, by the doctrine of estoppel.

Sixth Affirmative Defense

This action is barred, in whole or in part, by the doctrine of waiver.

Seventh Affirmative Defense

This action is barred, in whole or in part, by the doctrine of ratification.

Eighth Affirmative Defense

This action is barred, in whole or in part, by the applicable statute of limitations.

Ninth Affirmative Defense

Plaintiff's claims under the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, Cal. Civil Code § 1788,

1 *et seq.* (“RFDCPA”) are barred because any alleged violation of the FDCPA and RFDCPA by
 2 Credit Control would have been unintentional, resulting from a bona fide error made in good
 3 faith, and occurring despite Credit Control’s processes and procedures that were reasonably
 4 designed and actually implemented to avoid any such alleged error.

5 Accordingly, even if a violation of the FDCPA and RFDCPA occurred here, which Credit
 6 Control denies, Credit Control would not be liable under the FDCPA and RFDCPA pursuant to
 7 15 U.S.C. § 1692k(c) and Cal. Civil Code § 1788.30(e).

8 **Tenth Affirmative Defense**

9 Plaintiff’s recovery is barred or limited by the benefits they obtained from defendant Real
 10 Time Resolutions, Inc.

11 **Eleventh Affirmative Defense**

12 The above affirmative defenses are based on the facts currently known to Credit Control,
 13 and Credit Control reserves the right to amend or add affirmative defenses based on facts that
 14 may later be discovered, pled, or offered.

15 WHEREFORE, Defendant Credit Control prays for judgment as follows:

- 16 1. That Plaintiff recovers nothing against Credit Control under the SAC;
- 17 2. That Credit Control recover from Plaintiff its attorneys’ fees and costs; and
- 18 3. For such other and further relief as the Court may deem just and proper.

19
 20 Respectfully submitted,

21 Dated: December 6, 2018

MAURICE WUTSCHER LLP

22
 23 /s/ Eric Tsai

Eric Tsai (SBN 273056)
 Attorneys for Defendant
Credit Control, LLC

Certificate of Service

I, Eric Tsai, certify that on the 6th day of December 2018 and pursuant to Fed. R. Civ. P. 5, I served a true and correct copy of the foregoing document and related exhibits on all interested parties via CM/ECF.

/s/ Eric Tsai
Eric Tsai